

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Kadmon Pharmaceuticals, LLC		06/17/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Macquarie US Trading LLC		
Street Address:	225 West Washington Street, 21st Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	20036-1564		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
Property Type	Number	Word Mark	
Registration Number:	2703734	THREE RIVERS PHARMACEUTICALS	
Registration Number:	2706158	THREE RIVERS PHARMACEUTICALS	
Registration Number:	2952736	RIBASPHERE	
Registration Number:	2887092	RIBASPHERE	
Registration Number:	3248539	RIBAPAK	
Registration Number:	2921369	RIBACARE	
Registration Number:	2828263	3RP	
Registration Number:	3245438	ASPIRE	
Registration Number:	2750967	3RP	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2028874288		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-887-4103		

900258895

**TRADEMARK**  
**REEL: 005055 FRAME: 0668**

CH \$240.00 2703734

Email: lgeyer@akingump.com  
Correspondent Name: Laura Geyer  
Address Line 1: 1333 New Hampshire Ave., NW  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036-1564

ATTORNEY DOCKET NUMBER: 692079.0001

NAME OF SUBMITTER: Laura Talley Geyer

Signature: /Laura Talley Geyer/

Date: 06/25/2013

**Total Attachments: 11**

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## **Trademark Security Agreement**

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 17, 2013, is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of Macquarie US Trading LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the banks and other financial institutions (the "Lenders") from time to time parties to the Senior Secured Convertible Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Kadmon Pharmaceuticals, LLC (the "Borrower"), Kadmon Holdings, LLC ("Holdings"), the lenders from time to time parties thereto, and the Administrative Agent.

### W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademarks Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

KADMON PHARMACEUTICALS, LLC  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

MACQUARIE US TRADING LLC  
as Administrative Agent

By: \_\_\_\_\_  
Name: Robert M. Perdock  
Title: Managing Director

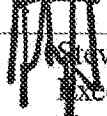
By: \_\_\_\_\_  
Name: Anita Chiu  
Title: Associate Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

KADMON PHARMACEUTICALS, LLC  
as Grantor

By: \_\_\_\_\_  
Name: Steven N. Gordon  
Title: Executive Vice President and  
General Counsel

ACCEPTED AND AGREED  
as of the date first above written:

MACQUARIE US TRADING LLC  
as Administrative Agent

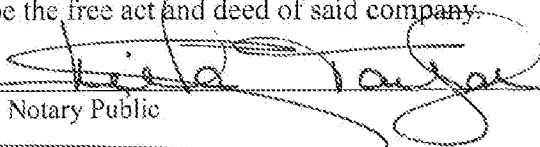
By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGMENT OF GRANTOR

State of New York )  
 )  
County of New York ) ss.

On this 13 day of June, 2013 before me personally appeared Steven D. Gorden, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Kadmon Pharmaceuticals, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

  
Notary Public

SHEILA A. TAYLOR  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 4/22/2016

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

**Kadmon Pharmaceuticals, LLC**

A. United States Trademarks

Record	Mark/Serial/App./Reg. No.	Status/Key Dates	Goods/Services	Owner
US Federal	THREE RIVERS PHARMACEUTICALS and Design    SN:76-236216 RN:2,703,734 Disclaimer: "PHARMACEUTICALS"	Registered: April 8, 2003  Class 42 First Use: March 1, 2001 Filed: April 5, 2001	<b>Class 42:</b> Pharmaceutical drug development services, namely, development of generic prescription drugs, such services specifically excluding the development and promotion of any health and dietary supplements, vitamins or minerals and also excluding the retail sale of an pharmaceutical, health or dietary products	Kadmon Pharmaceuticals, LLC (Delaware Limited Liability Company)
US Federal	THREE RIVERS PHARMACEUTICALS  SN:76-235929 RN:2,706,158 Disclaimer: "PHARMACEUTICALS"	Registered: April 15, 2003  Class 42 First Use: March 1, 2001 Filed: April 5, 2001	<b>Class 42:</b> Pharmaceutical drug development services, namely, development of generic prescription drugs, such services specifically excluding the development and promotion of any health and dietary supplements, vitamins or minerals and also specifically excluding the retail sale of any pharmaceutical, health or dietary products	Kadmon Pharmaceuticals, LLC (Delaware Limited Liability Company)
US Federal	RIBASPHERE and Design    SN:76-535804 RN:2,952,736	Registered: May 17, 2005  Class 5 First Use: April 7, 2004 Filed: July 29, 2003	<b>Class 5:</b> Pharmaceutical preparations for use, through prescription, in the treatment of chronic hepatitis c	Kadmon Pharmaceuticals, LLC (Delaware Limited Liability Company)
US Federal	RIBASPHERE  SN:76-412404 RN:2,887,092	Registered: September 21, 2004  Class 5 First Use:	<b>Class 5:</b> Pharmaceutical preparations for use, through prescription, in the treatment of chronic hepatitis c	Kadmon Pharmaceuticals, LLC (Delaware Limited Liability Company)




Record	Mark/Serial/App./Reg. No.	Status/Key Dates	Goods/Services	Owner
		April 7, 2004 Filed: May 24, 2002		
US Federal	RIBAPAK  SN:78-721241 RN:3,248,539	Registered: May 29, 2007  Class 5 First Use: September 29, 2006 Filed: September 27, 2005	<b>Class 5:</b> Pharmaceutical preparation for the treatment of hepatitis c	Kadmon Pharmaceuticals, LLC (Delaware Limited Liability Company)
US Federal	RIBACARE (Stylized)  SN:76-567357 RN:2,921,369	Registered: January 25, 2005  Class 44 First Use: April 26, 2004 Filed: December 18, 2003	<b>Class 44:</b> Providing pharmaceutical drug product to indigent and low- income persons suffering from hepatitis c	Kadmon Pharmaceuticals, LLC (Delaware Limited Liability Company)
US Federal	3RP  SN:76-236223 RN:2,828,263	Registered: March 30, 2004  Class 42 First Use: April 8, 2003  Filed: April 5, 2001	<b>Class 42:</b> Pharmaceutical drug development services, namely, development of generic prescription drugs	Kadmon Pharmaceuticals, LLC (Delaware Limited Liability Company)
US Federal	3RP and Design  	Registered 8 & 15 July 18, 2009  Int'l Class: 42 First Use: April 8, 2003 Filed:	<b>Class 42:</b> Pharmaceutical drug development services, namely, development of generic prescription drugs	Kadmon Pharmaceuticals, LLC (Delaware Limited Liability Company)

Record	Mark/Serial/App./Reg. No.	Status/Key Dates	Goods/Services	Owner
	SN:76-235928 RN:2,750,967	April 5, 2001  Registered: August 12, 2003		
US Federal	ASPIRE  SN:78-582876 RN:3,245,438	Registered May 22, 2007  Class 41 First Use: April, 2005  Filed: March 8, 2005	<b>Class 41:</b> Educational services, namely, conducting patient education seminars, workshops, and programs and clinical programs in the field of hepatology	Kadmon Pharmaceuticals, LLC (Pennsylvania Limited Liability Company) 119 Commonwealth Drive Warrendale, Pennsylvania 15086

## Kadmon Corporation, LLC

### A. United States Trademarks

Record	Mark/Serial/App./Reg. No.	Status/Key Dates	Goods/Services	Owner
US Federal	KADMON and Design    SN:85-148670 RN:4,296,020	Registered February 26, 2013  Class 5 First Use: August 28, 2012 Filed: October 8, 2010	<b>Class 5:</b> Pharmaceuticals for use in the fields of oncology, immunology and viruses	Kadmon Corporation, LLC (Delaware Limited Liability Company) 400 Madison Avenue New York, New York 10017
US Federal	KADMON  SN:85-148651 RN:4,296,019	Registered February 26, 2013  Class 5 First Use: August 28, 2012 Filed: October 8, 2010	<b>Class 5:</b> Pharmaceuticals for use in the fields of oncology, immunology and viruses	Kadmon Corporation, LLC (Delaware Limited Liability Company) 400 Madison Avenue New York, New York 10017


Record	Mark/Serial/App./Reg. No.	Status/Key Dates	Goods/Services	Owner
US Federal	RIBADAY  SN:85-912441	Pending  Filed: April 23, 2013	<b>Class 5:</b> Pharmaceutical preparations	Kadmon Corporation, LLC (Delaware Limited Liability Company) 450 East 29th Street New York, New York 10016

### Three Rivers Pharmaceuticals LLC

#### A. United States Trademarks

N/A

#### B. Foreign Trademarks

Record	Mark/Serial/App./Reg. No.	Status/Key Dates	Goods/Services	Owner
Canada	RIBASPHERE  RN: 755175 AN: 1198429	Registered  Filed: December 1, 2003	<b>Wares:</b> Pharmaceutical preparations for use, through prescription, in the treatment of chronic hepatitis C.	Three Rivers Pharmaceuticals a Pennsylvania limited liability company 312 Commerce Park Drive Cranberry, Pennsylvania, 16066, US Federal
Taiwan	RIBASPHERE in Chinese characters    RN: 01150620 AN: 093041124	Registered: May 1, 2005  Filed: September 6, 2004	<b>Class 5:</b> treatment of chronic hepatitis c to the west and prescription pharmaceutical agent.	THREE RIVERS PHARMACEUTICALS, LLC
Taiwan	RIBASPHERE	Taiwan Other Last Status Received:	<b>Class 5:</b> treatment of chronic hepatitis c to the west and prescription pharmaceutical	THREE RIVERS PHARMACEUTICALS,

Record	Mark/Serial/App./Reg. No.	Status/Key Dates	Goods/Services	Owner
	RN: 01147855 AN: 093029464	Not available  Registered: April 16, 2005 Filed: June 28, 2004	agent.	LLC
Taiwan	RIBASPHERE & Design  RN: 01147856 AN: 093029465	Taiwan Other Last Status Received: Not available  Registered: April 16, 2005 Filed: June 28, 2004	<b>Class 5:</b> treatment of chronic hepatitis c to the west and prescription pharmaceutical agent.	THREE RIVERS PHARMACEUTICALS, LLC
WIPO/ Int'l Reg.	RIBASPHERE & Design  RN: 847412	Registered November 5, 2004	<b>Class 5:</b> Pharmaceutical preparations for use, through prescription, in the treatment of chronic hepatitis C.	Three Rivers Pharmaceuticals, LLC 312 Commerce Park Drive Cranberry Township, PA 16066, United States (Federal)
Turkey	RIBASPHERE & Design  RN: 847412	Granted  Registered November 5, 2004	<b>Class 5:</b> Pharmaceutical preparations for use, through prescription, in the treatment of chronic hepatitis C.	Three Rivers Pharmaceuticals, LLC 312 Commerce Park Drive Cranberry Township, PA 16066, United States (Federal)
WIPO/ Int'l Reg.	RIBASPHERE RN: 839811	Registered November 5, 2004	<b>Class 5:</b> Pharmaceutical preparations for use, through prescription, in the treatment of chronic hepatitis C.	Three Rivers Pharmaceuticals, LLC 312 Commerce Park Drive Cranberry Township, PA 16066, United States (Federal)
Turkey	RIBASPHERE	Granted	<b>Class 5:</b> Pharmaceutical preparations for use, through prescription, in the treatment of	Three Rivers Pharmaceuticals, LLC 312 Commerce Park Drive Cranberry Township, PA

Record	Mark/Serial/App./Reg. No.	Status/Key Dates	Goods/Services	Owner
	RN: 839811	Registered November 5, 2004	chronic hepatitis C.	16066, United States (Federal)
Romania	RIBASPHERE  RN: 839811	Granted  Registered November 5, 2004	<b>Class 5:</b> Pharmaceutical preparations for use, through prescription, in the treatment of chronic hepatitis C.	Three Rivers Pharmaceuticals, LLC 312 Commerce Park Drive Cranberry Township, PA 16066, United States (Federal)
European Community	RIBASPHERE  RN: 839811	Granted  Registered November 5, 2004	<b>Class 5:</b> Pharmaceutical preparations for use, through prescription, in the treatment of chronic hepatitis C.	Three Rivers Pharmaceuticals, LLC 312 Commerce Park Drive Cranberry Township, PA 16066, United States (Federal)
Macedonia	RIBASPHERE AN: TM 2007/827	Pending  Filed  August 21, 2007	<b>Class 5:</b> Pharmaceutical preparations for use, through prescription, in the treatment of chronic hepatitis C.	THREE RIVERS PHARMACEUTICALS  CRANBERRY  US (UNITED STATES OF AMERICA)